

State of South Carolina,
County of Greenville.

This agreement made and entered unto on this the 8th day of November, A. D. 1945, by and between James E. Hart, party of the first part, and his wife, Doris Cox Hart, party of the second part.

W I T N E S S E T H :-

Whereas, the parties hereto were married on or about the 15th day of February, 1941 at Greenville, S. C., and continued to live together as husband and wife for some time thereafter; and

Whereas, the parties hereto are the parents of a girl child, to-wit: Judy J. Hart, born to them on or about the 28th day of January, 1942; and

Whereas, differences have arisen in their marriage relationship and they have mutually agreed to live separate and apart from this day forth, upon the following terms and conditions, to-wit:

1. The said James E. Hart does hereby covenant and agree that he will live separate and apart from the said Doris Cox Hart, and will not interfere with her in any way whatsoever; that the said Doris Cox Hart shall have the right to choose her own domicile and the said James E. Hart shall have the right to choose his own domicile.

2. The said party of the first part does hereby agree that the said party of the second part shall at all times have the keeping, nursing and education of the said minor child in her possession, and in the event of the death of the said mother, the said child shall forthwith pass into the custody, care and control of some relatives of the said party of the said second part, the said James E. Hart hereby forever releasing and relinquishing any and all rights which he has, or may hereafter have, over the custody, control and /or education of the said child, either while the mother is living or dead.

3. The said party of the first part hereby agrees to pay to the said party of the second part the sum of Twenty-five (\$25.00) Dollars per month, for the support, education and care of the said minor child, Judy J. Hart, in the event the said party of the said first part should hereafter enter the armed forces of the United States, or the U. S. Merchant Marine, he hereby agrees to make an allotment, as provided by law, for the support of his said wife and minor child, any such allotment being made taking the place of the \$25.00 a month payments hereinbefore stipulated to be paid.

4. The said party of the second part agrees to look after the said minor child in a proper manner and maintain for her a suitable home and a proper place to rear, raise and nurture the said child under the proper influences.

5. The said party of the first part agrees to not molest the said party of the second part in the custody, care and raising of the said minor child, so long as the said child is cared for in a legal and proper manner, and placed with persons of good reputations, at all times being free from improper influences, and being reared under such conditions as will be approved by the proper legal authorities.

6. The parties hereto each mutually agree to release and relinquish any and all rights they have or may have to any property, whether real or personal, that either may now own or hereafter acquire.

7. The said party of the first part is not to be asked to support the said minor child or the said party of the second part, so long as he continues to make the payments hereinbefore specified, his said wife hereby waiving any and all rights she may have to a support for herself from her said husband.

8. The terms and conditions of this agreement shall become null and void when the said minor child reaches the age of fifteen years, and then to supplement this amount if necessary.